

# **EXHIBIT 1(c)**

### ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made to be effective as of February 9, 2006 (the "Effective Date"), between RUBLOFF McHENRY EAST, L.L.C. ("Assignor"), and ADVANCE REAL ESTATE MANAGEMENT, LLC ("Assignee").

#### RECITALS:

A. Property. The "Property" shall mean the real property and improvements located in McHenry, Illinois legally described in Exhibit A to this Assignment.

B. Leases. The "Leases" shall mean the leases, rental agreements, and occupancy agreements and any guaranties related to the same affecting the Property listed on Exhibit B to this Assignment.

C. Security Deposits. "Security Deposits" shall mean the security deposits held by Assignor under the Leases for which Assignee has received a credit at closing of the transaction in connection with which this Assignment is being executed and delivered. The Security Deposits are set forth on Exhibit C attached hereto.

#### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Assignment. Assignor assigns, conveys and transfers to Assignee all right, title and interest of Assignor as landlord under the Leases and in and to the Deposits, subject to the rights of the tenants and other persons lawfully in possession under the Leases.

2. Assumption. Assignee assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by the landlord under the Leases arising from and after the Effective Date, all covenants and obligations related to any claims first made after the date of this Assignment or disclosed to Assignee on or prior to the date of this Assignment (including any claims set forth in any estoppel letters), and all covenants and obligations related to any claims made by any tenants or occupants under the Leases that allege or are based on the failure of the landlord thereunder to keep any leased premises, land, common areas, buildings, fixtures or other improvements comprising any portion of the Property in good repair or to make any repairs, replacements, or other improvements, including without limiting the generality of the foregoing, any fixtures, systems or facilities contained therein or thereon, and it being understood that Assignor shall not be obligated to make any such repairs, replacements or improvements, as the Property is being transferred to Assignee "AS IS, WHERE AS, WITH ALL FAULTS". Assignee assumes and undertakes full responsibility for the Security Deposits and any future disposition or application of the same.

3. Assignee's Indemnification of Assignor. Assignee shall and does indemnify Assignor against, and agrees to hold Assignor harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred in connection with the Leases or the Deposits, based upon or arising out of any breach or alleged breach of the Leases by Assignee occurring or alleged to have occurred on or after the Effective Date, all covenants and obligations relating to any claims first made after the date of this Assignment or disclosed to Assignee on or prior to the date of this

Assignment (including any claims set forth in any estoppel letters), and all covenants and obligations relating to any claims made by any tenants or occupants under the Leases that allege or are based on the failure of the landlord thereunder to keep any leased premises, land, common areas, buildings, fixtures or other improvements comprising any portion of the Property in good repair or to make any repairs, replacements, or other improvements, including without limiting the generality of the foregoing, any fixtures, systems or facilities contained therein or thereon, and it being understood that Assignor shall not be obligated to make any such repairs, replacements or improvements, as the Property is being transferred to Assignee "AS IS, WHERE AS, WITH ALL FAULTS".

4. Assignor's Indemnification of Assignee. Assignor shall and does indemnify Assignee against, and agrees to hold harmless from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred in connection with the Leases or the Deposits, based upon or arising out of any breach or alleged breach of the Leases by Assignor occurring or alleged to have occurred before the Effective Date, but in no event shall Assignor be liable for any covenants or obligations related to any claims first made after the date of this Assignment or disclosed to Assignee on or prior to the date of this Assignment (including any claims set forth in any estoppel letters), or any covenants and obligations relating to any claims by any tenants or occupants under the Leases that allege or are based on the failure of landlord thereunder to keep any leased premises, land, common areas, buildings, fixtures or other improvements comprising any portion of the Property in good repair or to make any repairs, replacements, or other improvements, including without limiting the generality of the foregoing, any fixtures, systems or facilities contained therein or thereon, and it being understood that Assignor shall not be obligated to make any such repairs, replacements or improvements, as the Property is being transferred to Assignee "AS IS, WHERE AS, WITH ALL FAULTS"

5. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

RUBLOFF McHENRY EAST, L.L.C.

By: Rubloff Development Group, Inc.  
Its Manager

By: 

Its: 

ASSIGNEE:

ADVANCE REAL ESTATE  
MANAGEMENT, LLC

By: 

Its: MANAGING MEMBER

STATE OF Illinois )  
 )SS  
COUNTY OF Winnebago )

Before me the undersigned Notary Public in and for said county personally appeared Mark A. Robinson, to me known to be President of Rubloff Development Group, Inc., Manager of RUBLOFF MCHENRY EAST, L.L.C., whose signature is affixed to the foregoing as Assignor, and being first duly sworn acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

Dated this 27th day of February, 2006.



STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned Notary Public in and for said county personally appeared \_\_\_\_\_, to me known to be \_\_\_\_\_ of \_\_\_\_\_, whose signature is affixed to the foregoing as Assignee, and being first duly sworn acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of Property**

Lots Two (2) and Three (3) as designated upon the Final Plat of Rubloff Towne Centre Subdivision, being a Subdivision in that part of the Southeast Quarter of Section 23, Township 45 North, Range 8 East of the Third Principal Meridian, the Plat of which Subdivision was recorded March 7, 2001 as Document No. 2001R0013473 in the Recorder's Office of McHenry County, Illinois.

**EXHIBIT B**  
**Leases**

1. Circuit City Stores, Inc.
2. Michaels Stores, Inc.
3. Pier One Imports, Inc.
4. Bath and Body Works, Inc.
5. Lane Bryant, Inc.
6. The Dress Barn, Inc.
7. Brown Retail Group, Inc. d/b/a Famous Footwear

**EXHIBIT C**  
**Security Deposits**

**NO SECURITY DEPOSITS**